THE

TITLE

AND

INTEREST

OF

JEREMY ELWES Esq;

And other Creditors of

VVILLIAM COURTEN,

To several Mannors and Lands within the Counties of *Worcester* and *Glouceſter*,

Asserted against

The Issue in Taile of the said WILLIAM COURTEN, and the TRUSTEES at *Drury-house*.

Faithfully stated, and Printed for the satisfaction of all Persons concerned.

With some Arguments raised thereupon: Objections answered: and ten Queries left to further Resolves,

Together with the several Proceedings and Transactions therein duly set forth.

By GEORGE CAREVV of *Greyes-Inn, Gent.*

Veritas non quærit Angulos.

London, Printed in the Year, 1659.

The Preface.

TO take away the falſe Reports and Aſperſions of the World, which ſome People through ignorance have caſt upon me and others that were intruſted in the proſecution of this Buſineſs, I am neceſſitated to Publiſh this Caſe in Vindication of them and my ſelf. I was deſired (by divers who found themſelves agreived) to Print it in the year Mr. *Courten* dyed, but I did forbear, upon hopes there might be a right underſtanding in three years time, and ſome ſatisfaction given to juſt pretenſes: but ſince the Remedy is now grown as grievous as the Diſeaſe, and we are fallen into ſuch an Age, that Debitors and Oppreſſors are become our Judges; that Lawes and Statutes, made for the redreſſe of miſchiefs in a Commonwealth, are miſconſtrued, with forc't Interpretations, and applyed to ſuch purpoſes, that mens Rights and Properties are become uncertain; I can do no leſs but appeal to all good people in Authority that they may take it into their conſiderations, and be Judges of this matter: If there be any thing due in this Caſe to the Common-Wealth, it is reaſon there ſhould be a Recompenſe made, when a juſt occaſion is ſhown; if there be any thing due to Mr. *Courtens* Heir, upon any Material Cauſe or Conſideration, it is juſtice there ſhould be a Satisfaction given when that Right appears; if there be any thing due to the Creditors upon valuable Conſiderations, then ought there, in all Equity, good Conſcience, and Honour, to be a Payment made out of the Land lyable to the Debt. I deſire no part of Mr. *Courtens* Eſtate, but upon good and valuable Conſideration, and waive the great Expence and Trouble I have undergone in acquiring my ſatisfaction out of his Lands: I expect no other reward for aſſiſting the Creditors, but my own quiet and diſcharge. It is poſſible ſome may grudge that I have ſecured my own Debt, and left them to contend for their Proportions. Wherein I am obliged, I ſhall never deſert the Intereſt of others, nor ſtifle my own Reaſon to their diſadvantage upon hopes of Gain, if there be any Reflections upon thoſe that have injuriouſly obſtructed the payment of Creditors, let them quit themſelves and their Reputations; I ſhall be true to my own Reſolutions, and at this time ſpeak modeſtly; and write nothing but what I will juſtifie in every particular to be the Truth, without favour, fear, or affection of any perſon, and ſo leave the Conſequence thereof to the Juſtice of the Cauſe.

Geo. Carew.

THE CASE

Between the Creditors of *William Courten*, and Sir *Edward Littleton*, AND The Heires in Tayl of *William Courten* and the Common-wealth.

SIR William Courten Knight an eminent Merchant of London, being seised in his demesne as of Fee, of and in the Mannors of Pyrton, Evesham, Annton Stoke alias Severn Stoke, Wyerpidle, Stone, Shenstone, Bengworth, Over Swell, and several other Mannors and lands within the Counties of Worcester and Gloucester, did by his Indenture bearing date 25. Febr. 1632. bargain and sell the said Lands (inter alia) unto Samuel Bonnel for a year, which were then worth 4000 l. per annum. 8. *Car. Rot.*

Sir William Courten and William Courten his son by their Indenture bearing date the first of March, 1632. made between the said Sir William and William his son, of the one part, and the Earl of Bridgewater, Sir Thomas Tirringham, Sir Bevis Thelwell and Edward Savage of the other part, in consideration of a Marriage to be solemnized between William Courten and the Lady Katharine daughter to the Earl of Bridgwater, and for her Jointure did grant, enfeoffe, and confirm, to the Earl of Bridgwater, Terringham, Thelwel, and Savage, and their heirs, the premises with the appurtenances, to the uses following, viz. Pyrton, Annton and Evesham to William Courten the son for life, after to the use of the Lady Katherine for life in recompense of Dower, and after to the heires males of the body of William, for want of such to the heires of William, for want of such to the right Heires of Sir William for ever. The other Mannnors and Lands in the same grant, were to the use of William for life, the remainder to his heires in tayle, &c. *Samuel Bonnell* attorned according to the form of the Statute for transferring of Uses into possession, made 27. *Hen.* 8. *Vide* the Office found and returned, 12. *Car.*

Sir William Courten being in great trading, and having a vast credit, and having borrowed several great sums of money upon his own and his son VVilliam Courtens bond in the year 1636 made his last Will and Testament in writting, and gave his son William all his Lands and Personal Estate, made him sole Executor, and dyed 80000 l. in debt, and upon his death-bed charged him to pay his debts, and preserve the credit and esteem the World had of him. William his son in obedience thereunto made Probate of the said Will, and took upon him the execution thereof. Many of the Debts are oweing still upon other security which is become invalid.

William Courten levyed a Fine *Sur conusans de droit come ceo, &c.* to Sir Edward Littleton Barronet, his brother in Law, and Thomas Coppin of the Mannor of Over Swell, with the appurtenances, in the County of Gloucester, and of the Mannors of Severn Stoke, Wyerpidle, Stone, Shenstone, Bengeworth and Hooe, in the County of Worcester, and of Laxstone in the County of Nottingham, 1636. *Easter* 12. *Car. Laxstone* then sold to the Earl of *Kingston*.

William Courten by Indenture then for the consideration of 12000 l. did grant to Daniel Harvey Merchant his Executors and Administrators, the Mannor of Severn Stoke, with other Farmes, and Demesne Lands in the County of Worcester for the Term of 99 years without impeachment of Wast at a pepper corn rent, under a Proviso or condition of redemption, to be voyd upon payment of the money with interest upon a day certain at the end of the first year. *Harvey* enters upon default of payment, and *Courtens* confirmation after the Mortgage.

William Courten by Indenture dated the 12. of August 1636. for the consideration of 5000 l. Did grant to John Rushout Merchant, his Executors and administrators, the Mannors of Over Swel, Bengeworth, Wyerpidle, Stone, Shenstone and Hooe, with their appurtenances, in the Counties of VVorcester and Gloucester for the Term of 99. years, without impeachment of Wast, At a pepper corn rent, under a proviso and condition of redemption, to be void upon payment of the money with interest upon a day certain at the end of the first year. *Rushout* enters 1646. upon default of payment of principal and all the interest, from the time of the grant.

14. *Car. Reg.* 5000 l. was onely paid in hand, the other secured by the Land.

Giles Carter, by his Deed of Bargain and Sale, bearing date the 10th. of April, 1638. Inrolled in Chancery, for the consideration of 10000 l. granted the Mannor of Lower Swell, with the appurtenances to VVilliam Courten and his heires for ever, with a Fine and Covenants, &c.

Carter entred in 1647 upon default of payment, and then there was due to him 6300 l. afterwards the profits paid not the Interest.

Giles Carter by his Indenture tripartite, bearing date some short time (before the said Conveyance of the Fee-simple) made between him the said Giles Carter of the first part Thomas More and Anthony Hodges of the second part, and VVilliam Courten of the third part, did grant the said Mannor of Lower Swell to the said More and Hodges for 99. years under a proviso and condition, to be void if Courten did pay 2600 l. upon the 16th. of Febr. next following, and 2600 l. more on the 18th. of March next after, with a Covenant that upon default of payment, Then the Lease should be assigned to Carter or to whom he should appoint, in the mean time Courten, to receive the profits, which were of smal value all the time of the Warrs.

Coppin enters 1646 upon default of payment, and demanded all the Interest,

William Courten by Indenture dated the 30th. of July 1640. for the consideration of 1700. l. Did grant to Thomas Coppin the Mannor of Evesham, with the appurtenances for 20. years, under a Proviso, to be void upon payment of 1715 l. upon the 25th. of August next.

from the time of the Lease.

Coppin enters 1646 upon default in the right of *Curtius*, and demanded arreares from

William Courten by Indenture dated the 18th. of July 1640. for the consideration of 300 l. Did grant to Allen Edmundson, the Mannor of Annton to hold for 60. years, if William Curtius should so long live, with a Covenant for enjoying the premises, by Courten so long as he should pay Curtius 50 l. per annum during his life.

the time of the Lease.

Coppin enters 1646. upon default of payment, and demanded full Interest from

William Courten by Indenture dated the first of August 1640 for the consideration of 1300 l. grants to Thomas Coppin and William Curtius, the Mannor of Pyrton to hold for 16. yeares if Courten should so long live, with a condition of Redemption, to be voyd upon payment of 1307 l. 11 s. 8 d. the third day of September next.

the time of the Lease.

Became insolvent by great losses at Sea.

By the bargain and sale (admit it good) A defeisible Estate in Fee simple passed to Sir *Edward Littleton*, of *Pyrton*, *Annton* and *Evesham* descendible to his heires determinable upon the death of *William Courten*, the Tenant in Tayl. No Schedule of Debts, was

William Courten, having traded and used Merchandizing 6. years together after his Fathers death became very much indebted, and had prevailed with the Earl of Bridgwater and Sir Edward Littleton to become bound with him in that time for 100000 l. principal money and upwards, and besides his own debts upon single and private Contracts for Wares and Shipping, then oweing, amounting to 90000 l. more, having nothing left to support his credit, but the equitable power of Redemption in the Mortgaged Premises, Did by his Deed of Bargain and Sale, bearing date 26. April 1642 for the consideration of twenty shillings, and to save Sir Edward Littleton and his Heires &c. harmless and indempnified, for and by reason of such Debts as he stood bound, or should stand bound with the said Courten, Granted, Bargained, and Sold, the said Mannors of Pyrton, Evesham, Annton, Stoke, alias Severn Stoke, Over-Swell, and Lower-Swell, with their Appurtenances; and all other his Mannors and Lands whatsoever, within the Counties of Worcester and Gloucester, to the said Sir Edward Littleton and his Heires for ever, Under a Proviso and condition, that if the said William Courten, his Heires, Executors or Administrators, did within the space of 27. Monethes, next after the date of the said Indenture, pay all such debts and sums of money as the said Sir Edward Littleton then stood bound for, or should stand bound for, and with the said Courten, and save Sir Edward Littleton and his Heires &c. harmlesse and indemnified, for and concerning the same; That then the said Indenture to be voyd, otherwise it should be lawful for Sir Edward Littleton, &c. to sell, and pay such Persons as he should think fit.

annexed to the Deed.

1642. William Courten did by his Indenture dated the 20th. of May 1642, in consideration of Service done, and Wages due to Humphrey Baker, grant the house in Evesham called the Crown, worth 18 l. *per an.* (parcel of the Mannor mentioned to be granted to Sir Edward Littleton) to the said Humphrey for term of his life.

William Courten (after the Bargain, and Sale, to Littleton aforesaid,) for the consideration of 500 l. paid by Mr. Daniel Harvey, to him in the presence of Sir Edward

Littleton

Littleton did by his Deed of Bargain and Sale, bearing date the 23d of June, 1642. grant and confirm the Mannor of Severn-Stoke to William Harvey and others and their heirs for ever, and kept the poſſeſſion of the other Mannors and Lands until March, 1647. received the Rents, let the Lands, abſented himſelfe from London, ſuffered himſelf to be Outlawed, failed in payment of intereſt due upon bonds, and became Bankrupt in September, 1643.

Sir *Edward Littleton* ſubſcribed his name as a witneſs to Mr. *Harveys* deed.

Sir Edward Littleton concealing the premiſſes and his own Delinquency, being proſecuted at Law by George Carew for debts due upon bond from Mr. Courten to Edmund Hamond, William Walton, Eſq; and Mary Crook Widow, amounting to 30000 l. and upwards, which were aſſigned to Mr. Carew in right of Legacies given to Suſan Walton his Wife: The ſaid Sir Edward Littleton did by his Indenture dated the firſt of November, 1649. in conſideration he ſtood bound for the ſaid money; and for payment and ſatisfaction thereof, grant to George Carew the Mannors of Pyrton and Annton for the terme of 99 yeares, under a proviſo and condition to be voyd upon payment of the ſaid debt and damages.

The Executors of Sir James Cambel, and ſome other Creditors of William Courten, exhibited their Petition to the Commiſſioners of the great Seale of England, and obtained a Commiſſion upon the Statutes made concerning Bankrupts, dated Feb. 19. 1649. directed to James Winſtanley, George Cotton, Thomas Bayls, Eſquires. Richard Norton, Anthony Boys, Gervas Byliald, and Thomas Luſher, Gent. giving power to them, or the major part of them to execute the ſame; and in proſecution of the ſaid Commiſſion, upon due examination of witneſſes before them taken upon oath, They found and declared the ſaid William Courten to become Bankrupt, in September 1643. to all intents and purpoſes within the ſaid Statutes.

The Commiſſion was many years obſtructed by the Lady *Katherine*. Lords Commiſſioners nominated *James Winſtanly, Tho: Boyles*, and engaged them to execute it.

James Winſtanley, George Cotten, Thomas Bayles, and the other Commiſſioners, reciting the Commiſſion, Courtens trading and his debts, and that they found him ſeiſed in Fee of the Mannor of Lower-Swell, ſince he became Bankrupt, &c. Did by their deed of bargain and ſale, bearing date 11th. of September, 1650. in conſideration of the Covenants in the ſaid Deed contained, grant and convey the Mannor of Lower-Swell, with the appurtenances to Sir Thomas Abdy, James Cambel, and Dame Rachel Cambel and their heirs for ever, in truſt for the Creditors that ſought reliefe according to the form of the Statutes.

Inrolled in the Court of common Pleas.

James Winſtanley, George Cotton, and the other Commiſſioners, reciting alſo their Commiſſion, Courtens trading and merchandizing, that he became indebted, and liable to the Statutes; and that they found ſince he became Bankrupt, that he was ſeiſed in his demeaſne as of Fee-ſimple, or ſome other eſtate of inheritance to him and his heirs for ever (amongſt other lands) of and in the Mannors or Lordſhips of Pyrton, Eviſham, Annton, and Stoke, alias Severnſtoke in the County of Worceſter, did by their Deed of bargain and ſale bearing date, Auguſt 21. 1651. in conſideration of the Covenants in the ſaid Deed contained, grant and convey the ſaid Mannors of Pyrton, Eviſham, Annton, and Stoke, with their appurtenances to John Pettyward and Thomas Birkhead, and their heires for ever in truſt for the Creditors that ſought relife, &c.

Inrolled in the Court of common Pleas.

The Commiſſioners in further Execution of the ſaid Commiſſion reciting the premiſſes and their proceedings, the value and appraiſement of their eſtate and intereſt in the ſaid Mannors and Lands by men of skill and judgement to be eſtimated at 20000 l. and then reciting the debts proved upon oath before them by the ſeverall Creditors, who contributed towards the proſecution of the ſame, made a deed of Dividend (amongſt other things) of the ſaid money to be raiſed by ſale of the ſaid Mannors and Lands, and rated it at 6 s. 8 d. in the pound, and ſo excluded other creditors that paid not in their contribution before the Divident.

1651.

Sir Thomas Abdy, James Cambel, Dame Rachel Cambel, John Pettyward, and Thomas Birkhead exhibited their bills in Chancery againſt Giles Carter, Sir Edward Littleton, Thomas Coppin, George Carew, and the Tenants in poſſeſſion of the ſaid lands to diſcover the truth of all and ſingular the premiſſes, &c. The Lady Katherine dyes, and left two children, a ſonne and daughter within age, named William, and Katherine.

Dyed at the Lady *Frances Hobart's* in *Norwich*, 1652.

The damnification of Sir *Edw: Littleton* appeared afterwards to be onely 130 l. upon full evidence & hearing before the Committee for removing of Obstructions.

Sir Edward Littleton by his Answer in Chancery, March 8. 1651. to the bill of John Pettyward and others, sets forth that he was bound to severall persons for Courtens debt, and that he was sued to Outlaries, and that he had paid and secured out of his own estate for Courtens debt the sum of 6000 l. or thereabouts (viz.) to Sir William Hicks, Sir Richard Price, William Walton, Elizabeth Walcot, Fisher Littleton, and Robert Mason, which was intended for satisfaction of the Commissioners; and Pettyward, and that Judgements and Leases which he had granted to those persons, might charge his lands, and avoid sequestrations; which could not be allowed good against the Commonwealth, for that Sir Edward Littleton had made and acknowledged them since May 1642.

By the 3d additional Act, all *Littleton's* own estate was sold by the Trustees at *Drury house* to his son & *Rich. Knightly*, without any allowance to the Creditors of *Courten* for their debts.

Sir Edward being violently prosecuted by severall Creditors that had a power and influence upon the people in Northwales, where he had married his second Wife, and setled his habitation there, after many sad complaints and attempts against him. He very often importuned Mr. Carew to take them off their prosecutions, and to perswade them to accept the security of Mr. Courtens lands for the speedy raising of money for their satisfaction in manner following.

A true particular of all the Mannors, Lands and Tenements granted to Sir *Edward Littleton* by Mr. *Courten*, and afterwards granted by Sir *Edward Littleton* to the persons, as follows (*viz.*)

1653. Inrolled in Chancery, and both deeds were delivered into the hands of *Ric: Knightly* by *George Carew*.

THE Mannors of *Severn-Stoke*, *Evesham*, *Overswell*, *Bengworth*, *Stone*, *Shenstone*, *Wyerpidle*, *Hose*, and all other Lands and Tenements formerly granted to Mr. *Harvey* and Mr. *Rushout* by Mr. *Courten* in the Counties of *Worcester* and *Glocester*, with the appurtenances were granted and conveyed by Sir *Edward Littleton*, in consideration of 20 *s.* to *Richard Knightley*, and *Samuel Baldwyn* Esquires, and their heirs for ever by deed of bargain and sale, bearing date, *April* 18. 1653.

And declared by mutuall consent and agreement of the Creditors; and Sir *Edward Littleton* by another writing of the same date, that the other was in trust, and that the land should speedily be sold for the proportionable payment of ——

Sir *Willam Hicks.*
Sir *Robert Thorold.*
Sir *David Watkin.*
Sir *Richard Price.*
Lady *Vanlore.*
Fisher Littleton.
Jeremy Elwes.
Elizabeth Walcot.
Anne Whorewood.

1653. Inrolled in Chancery, and both deeds were delivered into the hands of *Tho: Shenton* by Sir *Edward Littleton* himself.

The Mannor of *Pyrton*, *Annton*, and a Messuage in great *Hampton* with their appurtenances, were granted and conveyed by Sir *Edward Littleton* in consideration of 20 *s.* (charged with Mr. *Carews* Lease) to *John Culpepper* Esquire, and *Thomas Shenton* Gent. and their heires for ever by deed of bargain and sale, bearing date *April* 18. 1653.

And declared by mutuall consent and agreement of the Creditors; and Sir *Edward Littleton* by another writing of the same date, that the other was in trust, and that the Lands should be speedily sold for the proportionable payment of ——

Sir *Robert Ayton.*
Sir *John Whiteron.*
William Bagot.
Anthony Hibbens.
Sir *John Garret.*
Robert Davis.
George Midlemore.

1653. Inrolled in Chancery, and both deeds delivered into Mr *Abberleys* hands by Sir *Edw: Littleton* himself.

The Mannor of *Lower-Swell* with the appurtenances was granted and conveyed by Sir *Edward Littleton* in consideration of 20 *s.* to *Robert Raworth* Esquire, and *Thomas* Shenton and their heires for ever, by deed of bargain and sale bearing date *Appil* 18. 1653.

And declared by mutual consent and agreement of the Creditors and Sir *Edward Littleton* by another writing of the same date, that the other was in trust, and that the Land should be speedily sold for the payment of ——

Thomas Abberley.
Thomas Smith.

Three small Tenements in *Pyrton* and *Stoke*, with certaine acres of arrable Land, Meadow and Pasture were granted by Sir *Edw: Littleton* in consideration of 5 *s.* to *John Somers* and his heires by lease and release, bearing date the 16. and 18. of *August*, 1653.

And declared by another writing a trust for payment of ——

Judeth Folliot.
William Weaver.

These were all the Mannors, Lands and Tenements contained in Sir Edw: Littletons *deed.*

A perfect

A perfect Accompt of the severall Grants, Conveyances, Sales and Contracts made by *Richard Knightly*, *Samuel Baldwyn*, *Robert Raworth*, *John Culpeper*, *Thomas Shenton*, and *John Somers*, in pursuance of their Trust.

THE Mannor of *Severne Stoke*, with other Farms and Lands (mentioned in Mr. *Harveys* grants) sold and conveyed by *Richard Knightley*, and *Samuel Baldwyn*, to the Right Honourable the Lord *Coventry* and his heirs for ever, for the consideration of ——— 01200 *l.* By deed of bargain & sale inrolled in Chancery, 1654.

The Mannors of *Overswell*, *Wyerpidle*, *Bengworth*, *Stone*, *Shenstone*, and other lands (mentioned in Mr. *John Rushouts* grant) sold and conveyed by *Richard Knightly* and *Samuel Baldwin* to *James Rushout*, *John Casier*, *William Rushout*, and *Abraham Cullen*, and to the heirs of *James* for ever for the consideration of ——— 00450 *l.* By deed inrolled in Chancery, 1654.

The Messuage in great *Hampton*, with the Lands and Appurtenances thereunto belonging (formerly let to *John Clarke* for three lives yet in being) sold and conveyed by *John Culpeper* and *Thomas Shenton* to *John Humphries* and his heirs for ever for the consideration of ——— 00220 *l.* By deed inrolled in Chancery, 1654.

Three small Tenements in *Pyrton* and *Stoke*, with the Appurtenances, sold and conveyed by *John Somers* by severall deeds to *William Lole*, *Thomas Terwick*, *Robert Abbot*, and *John Prestwood* and their heires, for the consideration of ——— 00350 *l.* The deed to *Rob: Abbot* and *John Prestwood* Inrolled in Chancery, and the other were by leases and releases, 1654.

1655. The Mannor of *Lowerswel* then in the possession of *Giles Carter*, contracted for by Alderman *Will: Gore*, at the rate of 8000 *l.* which was by agreement to be paid to Mr. *Carter*, and the Creditors (*viz.*) 1400 *l.* for the reversion and equity of redemption, and 6600 *l.* for Mr. *Carters* Lease, but was interrupted by Major *Salwey*, who discouraged the Alderman, and told him that the estate belonged to the Common wealth, and was forfeited for Treason by Sir *Edward Littleton*, thereupon the Alderman declined the bargain to the damage of the Creditors 500 *l.* and upwards.

Some of the Creditors aforesaid considering their interest in the Mannors of Pyrton, Evesham, Annton, and Lowerswell) the clamour of Littleton's delinquency; and that the Trustees at Drury-house had by the third Additionall Act a retrospect into all sales and grants made by Delinquents since May, 1642. The Commissioners of Bankrups title to the lands under Courten, and their claime allowed in due time at Worcester House The pretence of Mr. Courtens heire, and the other Incumbrances aforesaid, besides severall suits depending at Law by the Commissioners against those that claimed under Littleton's deed, as fraudulent Acts to avoyd other debts, (did severally contract and agree with persons concerned respectively for such interests and clayms in behalfe of themselves, and the other Creditors aforesaid; As follows (viz) 130 *l* charged upon the *lands* by judgement of the Committee at a rehearing; the rest repriued by the Creditors just allowance of their debes. *Courtens* heire claimed not.

In Mich. Term 1654 Jer: Elwes, Tho: Shenton, & Geo: Carew, after several communications with the Commiss: that chiefly acted, and Simon Smith, and discovering to them the several grants of Sir Edw: Littleton for the purposes aforesaid, and that 4200 l. was agreed to be paid to Mr. Knightly for the maintenance of Mr. Courtens children, & for his joyning in the sale by fine, &c. After many meetings and long debates, the Commiss: drew up a short writing, declaring their trust and their sales, the offer of 2000 l. by Jeremy Elwes, and others aforesaid for the Commissioners interest, and setting forth the chiefe heads of the severall agreements intended to be made; the Commissioners thereupon summoned the major part of the Creditors together, who subscribed the said writing (but with much regret that Mr. Courten should have any money out of the estate) And consented that Articles should be drawn to the purposes following, (viz.) 4200 l. was not given for any right Mr. *Courten* had, but upon promises he would discover his concealed estate, & deliver the books of accompt.

Dated *Jan:* 18. 1654.

The abſtract of the Articles between the Commiſſioners (Sir *Thomas Abdy*, *John Pettyward*, and other aſſignees of the Commiſſioners) on the one part; And Sir *Edward Littleton*, *John Culpeper*, and *Tho: Shenton* of the other part

Culpeper and *Shenton* tendred the deeds and the money upon the day, & the Commiſſioners took notice thereof; but in regard the Aſſignees were not there preſent to convey, the Commiſſioners, deſired them to take back the money, untill the Aſſignees were ready to convey the lands accordingly.

Reciting in the ſaid Articles; That whereas a Commiſſion under the great Seale grounded upon the Stat: made concerning Bankrupts awarded againſt the ſaid Will: Courten, directed to James Winſtanly, & others aforementioned, &c. And whereas the ſaid Will: Courten did by his deed of bargain and ſale, dated Apr. 26. 1642. convey the aforeſaid Mannors & premiſſes to Sir Edw: Littleton and his heirs, &c. And whereas the ſaid Sir Ed: Littleton had granted by ſeveral deeds the ſaid Mannors & premiſſes as aforeſaid, &c. And whereas the ſaid Commiſſ: Sir Tho: Abdy & the Aſſignees claimed an intereſt in the premiſſes; They the ſaid Commiſſ: & the Aſſignees, with the conſent of the major part of the Creditors, did by the ſaid Articles covenant and grant to and with the ſaid Littleton, Culpeper, & Shenton, that if they or any of them ſhould pay, or cauſe to be paid to the ſaid Commiſſioners or their Aſſignees the ſum of 2000 l. at any time before the 15 day of January, 1655. to and for the uſe of the Creditors of the ſaid Will: Courten that ſought relief by the ſaid Commiſſion; That then the ſaid Commiſſioners, Sir Thomas Abdy, John Pettyward, and other the Aſſignes ſhould and would grant and convey unto the ſaid Sir Edw: Littleton, John Culpeper, and Thomas Shenton, or to ſuch perſon or perſons & their heirs, as they ſhould appoint; All the eſtate, right, title intereſt, claime, and demand of them the ſaid Commiſſioners, Sir Thomas Abdy, John Pettyward, and other the Aſſignees of, in, and to all and ſingular the Mannors, Lands and Premiſſes mentioned and contained in the ſaid Indenture, dated the 26th of April, 1642. made by the ſaid William Courten, to the ſaid Sir Edward Littleton as aforeſaid; which Articles were interchangeably ſigned, ſealed, and delivered by all the parties accordingly.

Dated 18 Jan: 1654.

The abſtract of the Articles between Sir *Edw: Littleton* and *George Carew* of the one part, and *John Pettyward* of the other part

Reciting; That whereas Will: Courten ſtood indebted to all the perſons hereafter expreſſed in a ſchedule thereunto annexed, amounting to 32000 l. and upwards; And reciting the aforementioned Articles between the Commiſſioners, Sir Tho: Abdy, John Pettyward, and other the Aſſignees of the one part; And the ſaid Littleton, Culpeper, and Shenton of the other: And all the clauſes and agreements therein contained, It was hereby further covenanted and agreed between the ſaid Sir Edward Littleton, Carew, and Pettyward, That from the date of the ſaid Articles, none of the Creditors in the Schedule thereunto annexed, ſhall have or ſue for any reliefe, payment, or dividend out of any the eſtate whatſoever belonging to the ſaid William Courten, otherwiſe then by ſale of the ſaid Mannors and Lands aforeſaid.

And by the ſaid Articles, It is further agreed between the ſaid Sir Edward Littleton, Carew, and Pettyward, That the ſeverall Creditors in the Schedule thereunto annexed (except Sir Robert Thorold, and Euſebius Matthews) ſhall within three moneths next after the ſaid Mannors and premiſſes ſhall be conveyed by the Commiſſioners and their Aſſignees as aforeſaid to the ſaid Sir Edward Littleton, John Culpeper, and Thomas Shenton, or to ſuch as they ſhall appoint and their heirs, &c. deliver up their bonds and other ſecurities of the ſaid William Courten to be cancelled, which were interchangeably ſigned, ſealed and delivered by all the parties accordingly.

The Schedule annexed to the laſt mentioned Articles, being the Creditors of the ſaid *William Courten* and Sir *Edward Littleton*.

Sir *William Hicks* Baronet	01000 *l.*
Sir *David Watkin* Knight	01200
Sir *Peter Vanlore* Knight	01800
Sir *Robert Ayton* Knight	04000
Lady *Mary Vandike*	02000

Sir

Sir *John Garret* Knight	00400
Lady *Anne Middleton*	00500
Sir *Robert Thorold* Knight	04000
Euſebius Mathews	03000
Thomas Smith	02000
Barnard Hide Eſquire	01000
Jeremy Elwes Eſquire	01500
William Baggot Eſquire	01000
William Walton Eſquire	02000
Edmond Hamond Eſquire	02000
Robert Davis Eſquire	01000
Fiſher Littleton Gent.	00150
Anthony Weaver, alias *Hibbens* Merchant	01 00
Robert Maſon Gent.	00800
Thomas Gate, one of the Barons of the Exchequer	00200
Judith Folliot Spinſter	00350
Anne Whorewood Widow	00500
Elizabeth Walcott Widow	01000
	32400

The Charges and Incumbrances upon the aforeſaid Mannors and Lands in the ſame Schedule contained, were agreed to be paid out of the Purchaſe money upon ſale.

TO Mr. *Courtens* children for his conſent and joyning in the ſale	4200 l.
To Sir *William Curtius* for his eſtate in the premiſſes and arrears	1000 l.
To Mr. *Thomas Coppin* for his eſtate	0650 l.
To *Humphrey Baker* for his eſtate	0126 l.
To *Michael Hunt* for his eſtate	0050 l.
To the Commiſsioners and Aſsignees for their claim upon a Compoſition made with them.	2000 l.
	8026 *l.*

And for the books of accompt to be delivered.

Upon ſealing and executing the ſaid Articles, in regard Jeremy Elwes was the chiefe inſtrument in obtaining the agreements with the Commiſsioners. And that the debt of Sir Rob: Ayton belonged to three poor children at Weſtminſter related to George Cotton Eſq, who had forborn Sir Edward Littleton by Mr. Carews means ſo many years together, and were excluded the benefit of the commiſſion.

George Carew by his ſeverall Writings bearing date January 17. 1654. Did covenant and agree with Jeremy Elwes and John Ayton Eſquires, that Elwes ſhould receive his principal debt, and Ayton 13 s. 8 d. in the pound out of the Lands, within the ſpace of twelve moneths after the conveyances thereof ſhould be made by the Commiſſioners and Pettyward to ſuch perſons as Sir Edward Littleton, Culpeper, Shenton and Carew ſhould appoint.

In purſuance of all the Covenants and Agreements, Purchaſors were found out to buy the Lands in diſcharge of the Debts, and Incumbrances.

RIchard Dodeſwel contracts for the Mannor of Pyrton, Thomas Lord Coventry enters into Articles with Shenton, May 28. 1655. and covenants to pay 7500 l. for the ſaid Mannor with the Appurtenances to Shenton and his Aſsignes, Shenton covenants to

Lord *Coventry* payed no money nor *Shenton* granted any estate.

conbey a good estate in Fee-simple to the Lord Coventry, or to whom he shall appoint before the last day of November following; The purchase money by an agreement made then between the Lord Coventry, Richard Knightly, and Richard Dodeswel, was to be raised, paid and secured in manner following (viz.) 4200 l. to be left in his hands at interest for the heire, 2500 l. Mr. Knightly was to raise for him upon his owne and his sons security 800 l. onely to be provided by him towards the same.

Edwin Baldwin contracts for the Mannor of Evesham about the same time, enters into Articles with Richard Knightly and Samuel Baldwin, covenants to pay 7500 l. to Richard Knightly, Samuel Baldwin, and their Assignes for the said Mannor with the Appurtenances, Knightly and Baldwin covenanted to make a good assurance of the said Mannor to Edwin Baldwin upon payment of the money before the end of Mich. Term 1655.

The Kings silver not paid became fruitlesse.

In order to the conveyances for the Lord *Coventry*, and Mr. *Edwin Baldwin*, Fines were sent over into *Italy* in *July* 1655. to Mr. *Courten* who acknowledged the same, and sealed Covenants to the uses of Purchasors, they were all returned to the hands of Mr. *Moon* a Merchant of *London*, in *Novemb.* following, who kept them from filing, untill newes came into *England*, that Mr. *Courten* dyed in *Florence* the 20 of *Jan:* 1655.

Therefore his Honour could not suffer and be damnified as Mr. *Dodeswel* lately writ to *Shenton* concerning *Pyrton*, *May* 23. 1659.

RIchard Dodeswel upon the newes of Mr. Courtens death came to Mr. Knightly, and told him that the Lord Coventry would not proceed in his bargain for Pyrton. And that the estate was now fallen to Mr. Courtens son, and that there was *DIGITUS DEI* in this Transaction, and so desired Mr. Knightly to dispose of the money some other way that he had provided for the Lord Coventry concerning the purchase of Pyrton.

Edwyn Baldwin upon the same occasion told Mr. Samuel Baldwin, that he would not proceed in his bargain of Evesham, and so hath ever since rested satisfied in the businesse, although he had expended 50 l. and upwards about the premisses, &c.

Major *Salwey* mistook Mr. *Baldwin*, who intended that Mr. *Courtens* children might have the benefit only of the 4200 *l.* which was agreed should be paid if the fines had taken effect, and the books delivered.

Sam. Baldwin the next day after that it was commonly reported Mr. Courten was dead, told Major Salwey that he had an opportunity to serve Mr. Courtens children, and that he would perswade Mr. Carew to let him have the benefit of the Articles made with the Commissioners of Bankrupt under such conditions as aforesaid, or to the like effect; and thereupon sent a note to Mr. Carew, that he should speak to Mr. Knightly and Major Salwey the next morning.

Carew afterwards took them away from Master *Dodswels* sonne at Judge *Newdigates* Chamber.

The next day Mr. Knightly came to Mr. Carew's chamber in Grayes Inne, and desired him to speak with Major Salwey, and let him see the Articles that were made with the Commissioners of Bankrupt for the Lands. Carew went with Mr. Knightly to Major Salweys lodgings, and left the Articles with him, and a particular of all the Grants made by Sir Edward Littleton to the Creditors to peruse and advise concerning them, who promised to return them again the next day; but he left them with Mr. Dodeswel, who might also understand by the contents, that the Creditors had contracted for the Commissioners estate, and had no other remedy for their debts, yet he refused to deliver the Articles again to Carew.

Mistakes incident to men of this age.

False accusations then charged upon the Commissioners for bribery.

Major Salwey, Mr. Knightly, and Mr. Dodeswel the next day addressed themselves to the Commissioners of Bankrupt, and told them that now Mr. Courten being dead, the estate taile revived, and was in his Heires, and that Mr. Carew had assigned the benefit of the Articles, and his interest therein to them, or one of them, and had appointed them to take the estate out of the Commissioners, upon payment of 2000 l. which they had brought to that purpose out of respect to the creditors, although they had no right to the Land: Some of the Commissioners not well acquainted with the Law in that case, nor with their owne Transactions in it, were ready to hearken thereunto; but the major part of them reflecting upon their Articles and former proceedings, desired to see an assignment from Sir Edward Littleton, Carew, Culpeper and Shenton under their hands, that they might proceed according to their Covenants.

After-

Afterwards A Covenant and Agreement was made in Writing, dated the 25 of Feb. 1655, between Richard Knightly and Richard Salwey on the part and behalf of VVilliam Courten an Infant on the one part, and Thomas Shenton on behalf of himself as also of Sir Edward Littleton and John Culpeper, on the other part, that the sum of 2000 l. shall be paid to the Commissioners of Bankrupt in the Case of VVilliam Courten deceased, within a moneth, in relation to Articles made by Littleton, Culpeper, and Shenton on the one part, and the said Commissioners and others, on the other part, and that the said Mannors and Lands shall be conveyed to themselves or to such persons, and in such manner as the said Richard Knightly, Richard Salwey, and Thomas Shenton, on the behalf of himself and the said Sir Edward Littleton and John Culpepper shall nominate and appoint, and it was also agreed by, and between the said parties, that some persons should be indifferently chosen to end all differences concerning the said Mannors and Premises before the end of Easter Term next following.

This Writing was seal'd and delivered by all the parties at Mr. *Samuel Baldwins* Chamber in the Temple.

Richard Knightly and Richard Salwey became joyntly and severally bound to George Carew in 2000 l. Bond, dated the 10 of March 1655 to stand to the Award of Sir Orlando Bridgman to end all differences between the said Knightly, Salwey, and Carew, as well on the behalf of Mr. Courtens children as of Sir Edward Littleton, and such Creditors whose names are mentioned in the Articles dated the 18 of January 1654, made or mentioned to be made between Sir Edward Littleton and George Carew of the one part, and John Pettyward of the other part: provided the said Award and Determination be put in writing indented under the Hand and Seal of Sir Orlando Bridgman, before the 25 of March next following: The like Bond George Carew sealed to Mr. Knightly and Major Salwey.

The Bonds both sealed at Sir *Orlando Bridgmans* Chamber.

In pursuance of the Bonds, Articles, Covenants, &c. George Carew gave proposals in writing, and his demands therein, in reference to an agreement, and left Copies of the Articles, and a particular of Sir Edward Littletons proceedings and grants with Mr. Knightly, Major Salwey, and Sir Orlando Bridgman, at his chamber in the Temple. Sir Orlando thereupon drew up an agreement into certain heads, and delivered one part under his own hand-writing, to George Carew the 24. of March 1655. without any mention of Severn-Stoke; and another of the same unto Mr. Richard Knightly and Major Salwey, which afterwards were drawn into Articles, as follows.

Sir *Orlando* made no Award, but by consent, drew up short notes of his own Considerations upon the whole matter for an agreement.

An Abstract of the Articles Indented tripartite, made the 28 of *March*, 1656. between *Richard Knightly* and *Richard Salwey*, for and on the behalf of *William* and *Katherine Courten*, children of *William Courten* deceased, of the first part, *George Carew*, for and on the behalf of himself and of Sir *Edw. Littleton*, Sir *Rob. Thorold*, Sir *Rob. Ayton*, Sir *John Whiteron*, *Jeremy Elwes*, *Rob. Davis*, *Fisher Littleton*, Lady *Mary Vandike*, Lady *Katherine Vanlore*, *Will. Bagot*, Creditors of *William Courten*, and *John Culpeper* of the second part, and *Tho. Shenton* of the third part.

These 9. Creditors, Sir *Edward Littleton* and *Carew* had chiefly undertaken to satisfie and were obliged to it. The rest intended and left for *Knightly*, &c.

RReciting therein, whereas a Commission under the Great Seal of England, grounded upon the Statutes made concerning Banckrupts, was awarded against the said Will: Courten, directed to James Winstanley & others, &c. *And first that* Richard Knightly & Richard Salwey, do Covenant and Agree to pay to the said Commissioners and John Pettyward, the sum of 2000 l. upon the making such assurances as are hereafter expressed, of the Mannors, Lands, and Hereditaments late of the said William Courten to Christopher Doddington, Francis Bagshaw and Thomas Yates, and their Heires by the surviving Commissioners, and John Pettyward, and 300 l. to Geo. Carew. And in consideration thereof George Carew doth Covenant and Grant to and with Richard Knightly and Richard Salwey, that the surviving Commissioners by themselves and John Pettyward by himself, shall and will before the 25 of December next after the date of the said Articles, by respective Assurances, Convey unto the said Doddington, Bagshaw and Yates, and their Heires, all the Estate, Right, Title, and Interest of Them the said Commissioners and Pettyward, of and to all those Mannors and Lordships of Pyrton, Evesham and Stoke, with the Appurtenances, unto the said Doddington, Bagshaw, and

Yates, and their Heires, And shall before the said 25 of December, by such respective Assurances, Convey unto the said William Bagot, and unto Ben. Lloyde and their Heirs the Manno⁊ and Lo⁊dship of Annton.

And further, That the said Sir Edward Littleton and his Assignes, and other Persons who have any Estate in the said Manno⁊s and Premises, by, from, and under Him, shall respectively before the said 25 of December, Convey all their Estate, Right, and Interest, in and to the said respective Manno⁊s, Lands, and Premises, unto the said Doddington, Bagshaw, Yates, Bagot, and Lloyde, and their Heires respectively.

It is therein further Agreed, That out of the Rents and Profits of Pyrton and Evesham, after such Conveyance to be made by the Commissioners and Pettyward, as afo⁊esaid, there shall in the first place until Sale made thereof be yearly paid 138l. to Richard Knightly, fo⁊ the Interest of the 2300 l. to be paid to the Commissioners and Carew, as afo⁊esaid, and likewise 100 l. *per ann.* fo⁊ and Towards the Maintenance of William and Katharine Courten. And that until Sale, the rest of the Profits of the said Manno⁊s of Pyrton and Evesham; shall be applyed to and fo⁊ the benefit of the said Credito⁊s in lieu of Interest.

The debt of 4000 l. to Sir *Rob. Thorold*, is the Portion of a Gentlewoman, given by Sir *Francis Ingolsfield*, and left in trust for her in ready money: which was lent 1642 by Order of *Chancery* to *Courten* upon *David Goubard*

It is further Agreed, By and between all parties, to the said Articles, that they shall all of them effectually indeavour the absolute Sale of the said Manno⁊s of Pyrton and Evesham fo⁊ the best price that can be go⁊ten fo⁊ the same, and in case the same, o⁊ so much thereof shall not be sold within a year after the date of the said Articles, as shall be sufficient to pay, and be applyed to pay the said Credito⁊s and Sir Edward Littleton the sum of 5000 l that then the said Manno⁊s of Pyrton and Evesham, shall be sold to such Perso⁊ o⁊ Persons, who shall first give 15000 l. o⁊ mo⁊e, fo⁊ the whole, o⁊ 7500 l. o⁊ mo⁊e fo⁊ the Manno⁊ of Pyrton, and 7500 l. o⁊ mo⁊e, fo⁊ the Manno⁊ of Evesham, if the said Richard Knightly and Richard Salwey shall not within one moneth after the end of the said year, pay the said 5000l. to the said Geoge Carew, on the behalf of the said Credito⁊s, and that all Parties shall indeavour to p⁊ocure good Conveyances to be made to such Purchaso⁊s acco⁊dingly.

his Personal security, with the Earl of *Bridgwater*, Sir *Edward Littleton*, and bound with him, and the debt, Principal and Interest, yet unsatisfied.

In the said Articles its further agreed, by all parties that after 5000 l. raised by the Sale of the Manno⁊s of Pyrton & Evesham fo⁊ the Credito⁊s and 2300 l. fo⁊ Knightly, which he was to disburse to the Commissioners and Carew, that all the residue of the said Purchase money shall be by the said Richard Knightly, by the consent of the said George Carew, disposed of o⁊ otherwise secured, o⁊ remain in the respective Purchaso⁊s hands, paying reasonable Interest fo⁊ the same, fo⁊, and towards the Maintenance of the childre⁊n of the said William Courten, in the mean time, until some Heir of the said William Courten deceased, being of full Age, shall have confirmed and ratified all such respective Sales, as shall be so made as afo⁊esaid, and shall make o⁊ be ready to make any further Assurances of the Premises, to the Puhchaso⁊s respectively.

And further, George Carew doth Covenant and Grant to and with the said Richard Knightly and Richard Salwey. that all the said Credito⁊s of the said VVilliam Courten herein befo⁊e mentioned, their Executo⁊s o⁊ Assignes, upon the payment of the said 5000 l. shall deliver up their Bonds and other securities fo⁊ their money, due by the said Courten, amounting with Principal and Interest to 20000 l. and upwards unto the said Richard Knightly, to be cancelled, and that the said George Carew befo⁊e the said 25 of December next, shall and will p⁊ocure the said Sir Edward Littleton under his hand and seal, to release all Claim and Demand to the said 5000 l. o⁊ any part thereof, o⁊ otherwise there shall be paid to such Person o⁊ Persons, as the said Sir Edward Littleton shall apppoint 500 l. part of the said 5000 l. befo⁊e mentioned, to be paid to the said Credito⁊s of VVilliam Courten deceased.

Sir *Edward Littleton* by Deed dated the 21 of *July* 1656 released his claim to the 5000 l.

And a further Agreement was made and declared by and between all the said Parties that the Estate to be made by the said VVilliam Bagot and Benjamin Lloyde, of and in the said Manno⁊ of Annton shall be upon this trust, that if the said Richard Knightly and Richard Salwey, o⁊ either of them, shall, o⁊ do, befo⁊e the first day of April, 1647 pay unto the said George Carew, o⁊ his Assignes, the sum of 3000 l. that then the said VVilliam Bagot and Ben. Lloyde shall convey and assure the said Manno⁊ of Annton to such Perso⁊ o⁊ Persons as Richard Knightly and Richard Salwey should appoint, and

in

In caſe the ſaid 3000 l. be not paid before the firſt day of April, that then the ſaid Bagot and Lloyde, ſhall Convey and Aſſure the ſaid Mannor of Annton abſolutely to George Carew, or to ſuch as he ſhall appoint, And in the mean time Carew to receive the Profits to his own uſe; And likewiſe that the moneyes herein before intended, to or for the children of the ſaid William Courten, upon Sale of the Premiſes, ſhall not be paid other then the ſaid 100 l. *per an.* as aforeſaid, but continue and remaine as a ſecurity againſt all Claimes, of or by the Heires of the ſaid VWilliam Courten, until ſome Heir of the ſaid VWilliam Courten deceaſed, of full age, ſhall have confirmed and executed ſuch further Aſſurances and Releaſes unto the ſaid Bagot, Lloyde, and their Heires and Aſſignes, as they ſhall reaſonably require, or that ſufficient ſecurity ſhall be given, that ſuch Aſſurances ſhall be made when ſuch Heir ſhall come of Age.

A Clauſe indorſed upon the back of the Articles that if any of the ſaid Creditors therein mentioned, ſhall Waive the Agreement, that then others ſhall be appointed by Sir *Edward Littleton* and *Carew*, to take the benefit thereof upon the ſame Conditions.

And Laſtly, It is hereby declared, &c. that the ſum of 18 l. Rent *per annum*, charged upon part of the Mannor of Eveſham, Granted to Humphrey Baker, for his life, ſhall remain to him accordingly, and that the Purchaſors ſhall take it chargeable therewith.

Theſe Tripartite Articles were ſigned, ſealed, and delivered, by *Richard Knightly*, *Geo: Carew*, and *Thomas Shenton*, interchangeably; *Major Salwey* refuſed to execute them.

George Carew the next day after in purſuance of his Covenants and Undertakings in the ſaid Tripartite Articles, not doubting but Mr. Knightly and Major Salway would perform all and ſingular the Agreements and Covenants on their part and behalf, did deliver a Deed of Appointment, dated 26 of March, 1656 under the hands and Seals of John Culpeper, Thomas Shenton, and the ſaid George Carew, reciting the ſeveral Articles bearing date the 18 of January 1654. as aforeſaid, and the Covenants contained therein, and that the ſum of 2000 l. is paid and ſatisfied, by the ſaid Culpeper, Shenton, and Carew, or by their appointment, unto the Commiſſioners, And do by theſe preſents direct and appoint, that the ſaid Commiſſioners, by themſelves and John Pettiward by himſelf, ſeverally ſhall Grant, Convey, Confirm, and Releaſe, all their Eſtate, Right, Title, and Intereſt, of in and to the ſaid Mannors of Pyrton, Eveſham, and Stoke, in the ſaid County of Worceſter with the Appurtenances, unto Chriſtopher Doddington, Francis Bagſhaw, and Thomas Yates, their Heires and Aſſignes for ever.

Richard Knightly and *Richard Salwey* taking notice of *Carews* further engagements, promiſed on the behalf of the Heir that he ſhould be indempnified, and that they ſhould be *Honorarie*, engagements upon them.

And all their Eſtate, Right, Title and Intereſt, of, in, and to the ſaid Mannor of Annton alias Aldington in the ſaid County of Worceſter, with the Appurtenances unto William Bagot and Benjamin Lloyde, their Heires and Aſſignes for ever.

March the 29th. 1656. upon the receipt of the 2000 l. and the ſaid Deed of Appointment, The ſaid ſeveral Indentures according to the Agreements and Covenants in the Tripartite Articles were Signed, Sealed, and Delivered, by the ſaid John Pettyward and the Commiſſioners, to the ſaid Chriſtopher Doddington, Francis Bagſhaw, and Thomas Yates, And unto the ſaid William Bagot and Benjamin Lloyde reſpectively; all bearing date the ſaid 29th. of March, 1656. in the preſence of Mr. Harrington one of the Maſters in Chancery, who took the acknowledgment thereof.

All Inrolled in *Chancery* within ſix Months.

Afterwards, ſeveral other Deeds of Bargain and Sale, upon the conſiderations therein mentioned and (upon the like Deed of Appointment, and direction of Culpeper, Shenton and Carew) were executed by Sir Thomas Abdy, Dame Rachel Cambel, James Cambel, and the Commiſſioners reſpectively, to Thomas Shenton, James Ruſhout, John Humphries, John Somers, Purchaſors as aforeſaid, of, in, and to all, and ſingular the other Mannors, Lands, Tenements, and Hereditaments, within the ſaid County of Worceſter and Glocester contained in Sir Edward Littletons Deed aforeſaid.

The Mannor of *Lower Swell*, conveyed to *Thomas Shenton*, by the Commiſſioners and their Aſſignes reſpectively. All Inrolled in *Chancery*, 1656.

Richard Knightly in purſuance of his Covenants in the ſaid Articles performed ſome of the ſaid Agreements, and hath received the Rents of Pyrton and Eveſham for three yeares, and paid himſelfe out of the ſame, 138 l. intereſt yearly for the money he paid to Carew and the Commiſſioners, 100 l. yearly for the maintenance of Mr. Courtens children, 300 l. more by agreement to Carew, 300 l. to Fiſher Littleton, and 100 l. to William Bagot, the reſt he is accountable for to the Creditors, the ſale hath

Fiſher Littleton gave the bond to Indempnity *Knightly* and *Carew*.

Pyrton & Eversham are valued at 15000 *l.* and more to be sold, the yearly rents & profits should amount to 800 *l. per an.* according to the rates.

been obstructed both by Major Salwey and Mr. Knightly, contrary to their promises and covenants; and Carew hath been sued by Ayton and Elwes, and paid 650 l. to them in part of their debts out of his owne estate, and is daily exclaimed on by them and other creditors for their moneys due upon the agreements, or interest in the mean time for it, alledging that Knightly Salwey, and Carew do receive the rents, and divide them amongst themselves, or that the Lands are let at an undervalue, so that no profits may accrue to them towards their wants and necessities.

George Carew oftentimes made several applications to Mr. Knightly, to pay the 5000 l. to the Creditors, which he refused, but promised that he would consent to the sale, and endeavour it, and desired Carew and the Creditors to finde out Purchasors, and that he would procure conveyances accordingly. Carew by severall letters and proposals offered to sale the said Mannors of Pyrton and Eversham to the Right Honourable, Thomas Lord Coventry for 15000 l. upon the termes and conditions in the said tripartite Articles; his Lordship refused the motions, but constantly employed Mr. Dodeswell to deale with Mr. Knightly about it, who contrary to intents and true meanings raised new doubts and differences that more intangled the businesse.

Mr. Knightly hath bin since very liberal in his promises, which will in due time be more considerable to the creditors then their proportions out of the Lands as it is said.

The Creditors exhibited their Bill in Chancery against Knightley, Salwey, Bagshaw, Yates, Littleton, Carew, Courten, Culpeper and Shenton to be relieved in the premisses against them: Bagshaw, Yates, and Salwey answered severally, that they claime no interest or profits out of the Lands but onely their disbursements, and that they were trusted with the Heirs interest: And Major Salwey further sayes, that he bought the Commissioners estates for 2000 l. for Mr. Courtens children. Knightly sayes he is ready to perform the Articles, but takes advantage of Carews Covenant concerning Severn-Stoke. Shenton and Carew answer, they have performed the Covenants on their part, and do consent to the sale, so as they may be indempnified by the decree of the Court. Sir Edw: dyes before he answered. Doddington dyed before the Bill was exhibited.

Robert Raworth and Thomas Shenton by their Deed of Bargain and Sale, bearing date 7 Decemb. 1657. for the consideration of 1500 l. convey the Mannor of Lowerswel, and the equitable power of redemption unto Will: Hinson, otherwise Powel of Pengethly in the County of Hereford Esquire, his Heirs and Assignes for ever.

Afterward William Hinson by his Deed of Bargain and Sale, bearing date of May 1658. for the consideration of 1600 l. conveyed the said Mannor and Premisses unto Robert Atkins Esq; Robert Atkins comes to accompt with Giles Carter, they agree, Atkins payes Carter the mortgage money due to him. Carter assignes the Lease granted to Moor and Hodges.

George Carew sells the Mannors of Pyrton and Eversham for 15000 l. to William Willoughby and John Whitfield Esqs; Carew enters into Articles, contracts with them that he will procure good Conveyances according to the agreements and Covenants in the tripartite Articles within six moneths, they covenant to pay the money accordingly; *Novemb.* 1658. Willoughby & Whitfield provided the money, and paid part of it: Deeds and Writings were ingrossed, Carew sealed; Knightly, Salwey, Bagshaw & Yates refused to joyn; The Purchasors and Creditors bring actions against Carew for damages, Carew sues Knightly. Afterward Will: Willoughby, John Whitfield, and George Carew exhibit their Bill in Cancery against Fr: Bagshaw, Thomas Yates, &c.

Procured by some persons not out of zeal to the Common-wealth. Vide Mr *Winstanleys* petition and claim, the report & the order at *Worcester house*.

Then a pretended Title of the Trustees at Drury house was promoted, and a discovery of 6000 l. damnification due to the Common-wealth was alledged to discourage the Purchasors; for that Littleton being a Delinquent, and a person within the third additionall Act for sale, had been dampnified so much in his owne estate for Mr. Courten's debt (as appeared by his answer in Chancery aforesaid) & that 6000 l. damage was (by an order of the Committee at Worcester house made 1653.) to be raised out of Courtens Lands; which Order lay dormant in Major Salweys hands 4 or 5 yeares, and then declared to Purchasors after sale: The order was drawn contrary to the report made by Mr. Graves Councell for the Common-wealth upon James Winstanley's petition and claime: and it was very well known that at the same time all Sir Edward Littletons Estate was sold by the Trustees to Mr. Knightly, and Sir Edward Littletons sonne, and that the preemption of his Lands was denyed to Courtens creditors, and that almost his whole estate was exempted and reprised from sale by such settlement of Sir Edward Littleton upon his son in 1643. after he became bound to Courten, which did avoid the creditors, and that there was not any allowance of Courtens debt charged upon his Estate in the sale to prejudice the Common-wealth in the least.

Vide the Orders of allowances, &c. upon sale of *Littletons* lands.

After much trouble and expences this following Order was obtained upon full Evidence at a hearing before the Commissioners at Worcester house.

AN

February 16. 1658.

By the Commiſſioners for removing Obſtructions in the Sale of ſeverall Lands and Eſtates forfeited to the Common-wealth for Treaſon, appointed to be ſold by the Additionall Act.

WHereas upon hearing the cauſe upon the Report of Mr. *Graves*, of Councell for the Common-wealth, made upon the Petition of *James Winſtanly* Eſq, and others, Commiſſioners upon the Statute of Bankrupts awarded againſt *William Courten* Eſquire, claiming on behalf of the Creditors of the ſaid *Will: Courten*, the Mannors of *Pyrton*, *Eveſham*, *Annton*, alias *Aldington*, and *Stoke*, alias *Severn-Stoke*, in the County of *Worceſter*, and the Mannor of *Upperſwell*, and *Netherſwell* in the County of *Gloucester*, forme ly conveyed by the ſaid *Will: Courten* to Sir *Edward Littleton* Baronet (one of the perſons named in the 3d. Act for Sale) for his ſecurity againſt ſuch debts of the ſaid *Wil: Courten* as the ſaid Sir *Edw:* ſtood engaged for. We did the 21 of *June* 1653. Order, That the ſaid claim ſhould be a ſecurity unto the ſaid Sir *Edward Littleton* for ſo much as he was damnified, for the Debts of the ſaid *William Courten*, for which he the ſaid Sir *Edward* ſtood engaged with the ſaid *Courten*, and after for the Debts of the Creditors of the ſaid *William Courten* in general, which damnification is in the ſaid Order mentioned to be 6000 *l* And Whereas *Robert Atkins* Eſquire, and others, in behalfe of themſelves and others, Purchaſors (under the Commiſſioners of Bankrupts) of part of the Eſtate of the ſaid *William Courten*, preferred their Petition to us on the 25th. of *June* laſt, whereby they prayed to be relieved againſt the ſaid *ORDER*, alledging, that by reaſon thereof their Title is much diſparaged, and they diſturbed; And that the ſaid Sir *Edward Littleton* was not really damnified as in the ſaid *ORDER* is ſet forth. Upon reading of which PETITION, it was referred to Mr. *Graves* to peruſe his former Reports made upon the Claime of the ſaid *James Winſtanley* and others, and ſuch other Evidences and Writings as ſhould be produced, as well for the ſetting forth the Intereſt of the Common-Wealth under the ſaid Sir *Edward Littleton's* right, as of the Petitioners in and to the Mannors and Lands aforeſaid: And by ſeverall *Orders* ſince made in this Cauſe, time was given to the ſaid Truſtees for Sale of the ſaid Lands, and to Mr *Roſwell* their Sollicitor, to produce what Evidence and Proofs they could, on behalfe of the Commonwealth for making out the ſaid Damnification: And now upon hearing the Cauſe this day, and reading the ſeverall Reports of Mr. *Graves* of Councell for the Common-wealth, and hearing Councell as well for the Common-vvealth as the now Petitioners, and upon conſideration had of the whole matter; Foraſmuch as it appears unto us by the ſaid Reports, That of the Debts of the ſaid *William Courten*, for which the ſaid Sir *Edward Littleton* ſtood engaged, he was damnified in his owne eſtate 130 *l.* onely: It is *Ordered*, That the ſaid former Order of the 21 of *June*, 1653. (as to the charging the Lands of the ſaid *William Courten* with the ſum of 6000 *l.* for which the ſaid Sir *Edward Littleton* is therein ſaid to be damnified) be hereby revoked and made void: And that the ſaid Mannors and Lands of the ſaid *Will: Courten* do hereby ſtand charged only with the ſum of 130 l. wherein the ſaid Sir *Edward* appears to be damnified by reaſon of the Debts of the ſaid *William Courten*, for which he ſtood engaged as aforeſaid.

Courtens Heir claimed not for the ſaving any right according to the Act upon ſale, as Sir *Edward Littletons* ſon did upon ſale of his fathers Lands.

And that this Order be tranſmitted to the Truſtees for ſale of the ſaid Lands, to be by them entred and obſerved according to the Tenour and purport thereof, and as by the ſaid Act for Sale is directed and appointed

Signed by Sir *Will: Roberts* and the reſt of the Commiſſioners.

THe Order being accordingly tranſmitted and entred at Drury-houſe, Rob: Atkins & Geo: Carew *made it their deſires to the Truſtees, that they would grant and releaſe their intereſt to them or ſuch as they ſhould appoint on behalf of the Creditors and Purchaſors aforeſaid, upon payment of the ſaid 130 l. according to the purport of the ſaid Order and Acts of Parl. but they refuſed to convey, pretending there was a Diſcoverer in the Caſe who ought to have the right of pre-emption, and that they were informed by him that the Right of* Courten *and the Common-wealth were both one and the ſame, and ſo great ſums of money were demanded for a concurrence in the diſcharge of the Common-wealths intereſt in the Lands. Whereupon* Rob: Atkins *exhibited his Bill this Trinity Term* 1659. *before the Barons of the Exchequ; againſt* Will: Skinner *and the reſt of the Truſtees, to be relieved in the premiſſes, and there that Suit depends at preſent.*

Ric: Dowdeſwel demanded 500 *l.* of Mr. *Atkins* and *Carew* towards the ſame.

An Abſtract of the Caſe; ſome Arguments raiſed, ſome Objections Anſwered.

William Courten *Tenant in Taile, Bargaines and Sells the Mannors of* Pyrton, Eveſham, *and* Annton, *in the County of* Worceſter, *to Sir* Edward Littleton, *and his Heires, and then Becomes Bankrupt.*

The Queſtion is, Whether there be any Eſtate left in the Bankrupt grantable over to the Creditors, by the Commiſſioners within the intent of the Statute.

Or whether the Eſtate Tayle which paſſed not by the Bargain and Sale, be not preſerved by the Law for the Heirs in Taile.

Objection is,

That William Courten, *after the Bargain and Sale to Sir* Edward Littleton *was not ſeiſed of any Eſtate in poſſeſſion, reverſion or remainder, and that the Commiſſioners have no power by the Statute to convey the Lands in this Caſe.*

THE Statute of 21 Jacob. chap. 19. gives power to the Commiſſioners, or the greater part of them by Deed Inrolled to Grant, Bargain, Sell, and Convey, any Mannors, Lands, Tenements, or Hereditaments, whereof a Bankrupt is, or ſhall be in any waies ſeiſed of any Eſtate in Taile, in poſſeſſion, Reverſion, or Remainder, (and whereof no Reverſion or Remainder is, or ſhall be in the Kings Majeſty, his Heires or Succeſſors, of the gift or proviſion of his Majeſty his Progenitors, his Heirs, or Succeſſors,) to any Perſon or Perſons for the Releife and Benefit of the Creditors of all ſuch Bankrups, And that all, and every ſuch Grants, Bargaines, Sales, and Conveyances, ſhall be good and avayleable in the Law to ſuch Perſon or Perſons and their Heires, againſt the ſaid Bankrupts and againſt all and every the ſaid Iſſues of the body of ſuch Bankrupts and againſt all and every Perſon or Perſons claiming any Eſtate, Right, Title, or Intereſt by, from, or under the ſaid Bankrupts, after ſuch time as ſuch perſon ſhall become Bankrupt and againſt all and every other Perſon or Perſons whatſoever whom the ſaid Bankrupt by Common recovery or other wayes or means might cut off, or debar from any Remainder, Reverſion, Rent, Profit, Title, or poſſibility into, or out of any the ſaid Mannors, Lands, Tenements, or Hereditments.

At the Common Law before the Statute of Weſtminſter the 2d. all Inheritances were in Fee-ſimple, and were chargeable with Debts, and the Heir of his Anceſtor, was charged with his binding Acts, to the value of ſuch Inheritances. The reaſon of Weſt. 2d. was to preſerve Ancient Families & Inheritances, yet afterwards was found miſchievous, by other Parliaments, and that it was a hinderance to Commerce, Credit and Trading, the only ſupport of England. Therefore by force of the Statute in the 4th. of Hen. 7. chap. 24. Tenant in Tayle might lawfully part with his Eſtate and barre his Iſſue by Fine, &c.

A Gift in Tayle with condition that the Donee ſhall not Levy a Fine, is a void condition, and repugnant to the Common Law, ſee Mary Portingtons Caſe. Three incidents to Eſtates Tayl, by the Statue 32 Hen. 8. chap. 28. no condition can take that away from any Eſtate, that is incident to the Eſtate.

It is objected on the behalf of Mr. Courtens *Heir that this is* Caſus omiſſus, *out of the Statute, and that after the Bargain and Sale to Sir* Ed. Littleton, *the Eſtate Tayle and right of Fee-ſimple, was in Abeyance, intendment, and conſideration of the Law, and was (as* Littl. lib. 3. chap. 11. fol. 145. *and as* Bracton, lib. 1. cap. 12) *called* Hæreditatem jacentem, *and that the Eſtate was in* nubibus *and would drop down by providence to Mr.* Courtens *Children after his death, to avoid the Statute,* &c.

TEnant in Tayl holds of him that hath the Reverſion in Fee, its reaſonable then that debts contracted by the Donor before the uſes raiſed, ſhould be paid by the Donee: and moſt juſt that Debts contracted

contracted by the Tenant in Tail, should be paid by him having the use, credit, and seisin, of the Lands.

Marriages are accounted by the Law sufficient considerations to raise Uses to the Issue, although there be no Portions answerable to such Estates, but Estates Tayl of Merchants and their Issue, are barred after they have committed any acts of Bankruptcy, and their whole Inheritances become forfeited to their Creditors, and the reason of the Law is for that Merchants do extend their credits beyond their Lands and visible Estates, in Trading (which a private Gentleman cannot do) and have many waies by fraudulent acts to delay and defeat their Creditors, as in an Exchange time Merchants have taken up great sums of money, and within one hour after have lodged the same in Turky, or Spain, far beyond the reach of Creditors. *Ex Malis Moribus bonæ leges.*

The words of the Statute are that the Commissioners Grant of any Manors, Lands and Hereditaments of a Bankrupt shall be good against the Issue of the Bankrupt (admit Littletons Deed good, and Courten had sold him the Lands for a valuable consideration of money paid, and not as this case is, to secure him against such debts, to such Creditors who seek to be relieved against those individual Lands by force of the Statute) yet Courten having not barred his Issue by Fine, there remained an Hereditament in him, (which word signifies all that is the inheritance) and an Estate Tayl, is an Estate of Inheritance, and would descend to his Heirs after the death of Courten, and the Statute sates that the Commissioners Grant shall bar all persons whatsoever whom the Bankrupt by Fine or common Recovery might cut off and bar from any Title or Possibility, into, or out of the said Lands and Hereditaments; And Courtens Issue might claim after his death, and Courten might bar his Issue by Fine, so that his Issue cannot, after the Commissioners Grant, lawfully demand any of the Bankrupts Inheritance.

It is not necessary that a Bankrupt be seised at the time when he become a Bankrupt but having been once seised and not destroyed and barred the whole Estate before he become Bankrupt, that part which remaineth not barred, remaineth to the Commissioners, to Sell within the intent of the Statute, or else the Statute would serve for little or no use, for every one might keep his Land Intayled, and Bargain and Sell it, and the Bankrupts son after the death of his Father might be a rich man upon the purse of Creditors, which is expresly contrary to the intent of the Statute; and the Statutes are to be accounted, and construed liberally for the benefit of Creditors.

TEN QUERIES,

To be further resolved upon the whole CASE.

I. Q. WHether *Mr.* Courtens *Deed Inrolled* 26. April, 1642. *is not fraudulent, as in the like Cases have been adjudged,* vid. Twines *Case* Mich. 44. Eliz. *and many others.*

II. Q. *Who are the Haires, Executors, and Assignes of* Courten, *which have the Equity of Redemption in* Courtens *Mortgaged Lands, upon payment of the* 1301. *Damnification of Sir* Edward Littleton.

III. Q. *Whether Sir* Edward Littletons *Son or Mr.* Courtens *Son claim any thing by Descent, or by Purchase, from, and under their Ancestors, And the considerations how, and when, and what Interest Mr.* Courtens *Heir hath in Law or Equity to his Fathers Estate upon any pretence whatsoever.*

IV. Q. *Whether Sir* Edward Littletons *Heir can be impeached for his Fathers Debt, or the Common-wealth be Intitled to a further Damnification for Sir* Ed: Littletons *Delinquency, since his Estate sold by the Trustees, or since his decease.*

V. Q. *Wherein Mr.* Knightly *or* Major Salwey *are Damnified, if the* 2300 l. *be paid with Interest to them again. And if* Bagshaw *and* Yates *should convey the Estate to the Creditors being Mr.* Knightly *paid not the* 5000 l. *nor performed his other promises to* Carew *and the Creditors and let the Heir sell his Right to the best advantage,* tantum valet quantum valere potest, *and keep the old Deeds and Bonds and the intayl by him to look on*

VI. Q. *Whether Mr.* Courtens *Children, if they have a Right, ought to take* 4200 l. *for it? or if they have not a right, whether they ought to receive a penny out of those Lands their Father sold for three hundred years purchase to Creditors?*

VII. Q. *Whether Mr.* Courten, *Sir* Edward Littleton, *and the Earl of* Bridgewater, *were not Tenants in Tayl, and had a sufficient power in themselves to sell their Lands to pay the Debt? and how farre they made use of that power, and their goodwill to the Creditors, who lent their money upon the reputation of their Worth, Honours and Lands?*

VIII. Q. *What is that Interest of the Heir, which Mr.* Bagshaw *and Mr.* Yates (*by their answer to the Creditors Bill*) *say they were trusted with ill in the Conveyances from the Commissioners and* Pettiward? *Whether it be* jus in re *or* jus ad rem *and if there be no right or demand in Law belonging to the Heir, whether it be not a defrauding of Creditors, to imploy the Lands otherwise then to their advantage.*

IX. Q. *Whether the Trustees at* Drury House *ought to take any thing out of* Courtens *Estate from the poor Creditors? or that they ought not to release their pretence to the Creditors, and observe the final Judgement and Determination of the Committee at* Worcester House. *According to an Act of* Parliament?

X. Q. *What Estate passed by Sir* Edward Littletons *Grant of* Pyrton, Annton *and* Evesham, *the Joynture Lands by his Lease and release to* Courten *made upon his request, and his Lady, for the consideration of* 20 s. *dated the* 10. *and* 11. *of* July 1651. *how far those Grants did operate &c.* Vide *the Letters from* Courten *and his Lady, and* Littletons *Deeds regranted to* Courten.

EPILOGUE

EPILOGUE.

I Suppoſe I have not Added any thing impertinent, or Omitted any thing materiall in the ſtating of this perplext Caſe, but am much troubled at ſeverall occaſions given me to publiſh the Ingratitudes and Neglects of ſuch Perſons that are ſingular and wiſe in their owne eyes, and have brought the Hopes and Expectations of Mr. *Courtens* Children to nothing. I had a great regard for them, until I met with ſuch a Generation of men, ſo litigious, that rather opened the LAVV upon doubts, then reſolved doubts upon the LAVV: And (as Lord St. *Alban* that incomparable Sophy ſays) like Emperique Stateſ-men, ignorant of natural Philoſophy, govern without rule, and deſtroy mutuall Societies for want of Learning and Knowledg. *Man*, that is the meaſure of all things, and hath Reaſon given him to diſcern between Good and Evill, muſt needs offend againſt the law of his Underſtanding and Judgement, who denies the truth which juſtifies it ſelf at all times. I *honour* the Law of *England*, and ſhall ever advance it as the only maintainer of Right. *Kings* were Servants and Subjects to the Law they governed by, Stateſ-men ought to be the ſame----- *Jus permaneat ſemper nec unquam mutetur, lex vero ſcripta ſæpius.* I muſt ſpeak a word or two in defence and juſtification of ſome perſons deceaſed, who were concerned in this caſe (*viz.* Mr. *George Cotton*, Mr. *Anthony Boys*, two of the Commiſſioners, and *Charles Carſwell* their Sollicitor) thoſe that are living may anſwer for themſelves: It is reported I gave the Commiſſioners 200 *l.* for a bribe to betray their truſt, which is altogether falſe and ſcandalous. I do not deny but that I gave 200 *l.* upon the Agreement made with the Commiſſioners and the Creditors, 50 *l.* whereof was paid unto *Simon Smith* to diſcharge meetings that would be occaſioned for the concluſion of the Premiſſes; 20 *l.* to *Charles Careſwell* for his travell and charge to Sir *Thomas Abdy*, *John Pettyward*, and the other Aſſignees, 5 *l.* to *Simon Smith* for expedition; and 125 *l.* to *George Cotton* and *Anthony Boys* for all their fees and paines after the ſaid Agreement: And for the Articles, Deeds, and many other Writings that concerned the ſame, I found that they were chiefly intruſted, and were men very able for their parts, and upright in all their practices and dealings, therefore ought to reſt quiet in their Graves free from ſuch aſperſions. When I reflect upon the Caſe, the proceedings therein, and thoſe other perſons concerned with them in the ſame Commiſſion, I wonder they can be ſilent at

4200 l. was intended for the fine, books of accompt, and old deeds as a *quid pro quo*, a ſatisfaction for the money.

Fr. Sylv. in orat. pro Mil.

James Winstanly. *Tho: Boyls.* such rumors, being men of honour and cleer reputations, Benchers, and learned in the Law, who passed all things under their hands and seales with the said *Cotton* and *Boys* in the whole transaction of this affair.

As for Major *Salwey*, and Mr. *Knightly* (in my esteem they are) persons of so much religion, justice, honour and integrity, that, being once convinced of some mistakes in their owne judgements and opinions concerning the Proceedings and the Law in this case, they will then be passive, and take no hold of any seeming advantages, to inrich some by the ruines of others.

Post est occasio calva. As for Mr. *Courtens* Children, I am not a little grieved there is so much discovered, that they must at last suffer by the forgetfulnesse of their friends (as an addition to their other mis-fortunes) and now be left to the charity of their Relations that might lately by an expedient offered have prevented their losses sustained herein.

As for Mr. *Culpeper* and Mr *Shenton* (to my knowledge) they desire no other advantage in the premises, then to discharge their consciences in the trust, and be indempnified against suits, with reasonable allowance for their charges and trouble.

As for my selfe, (I blush for those that are not ashamed of themselves, and have abused the world.) I suffer also by the indigent Creditors that received their dividend out of the 2000 *l.* paid for the Commissioners title, who consider not that the Creditors nominated in this case had no other or further relief for their debts, then out of the Lands and premisses as aforesaid) I can do no lesse, then to let the world know I made it not my designe to gain 5000 *l.* as the discontented and ungrateful Creditors do report. I will say no more, but refer all to the particulars in the case, and leave the rest to their better considerations, and doubt not but they and all men will hold me excused in this, and have for the future a more charitable opinion of me.

Excluded from any benefit of the Kings debt, *Barbados*, Dutch damages, and other of Mr. *Courtens* estate, valued at 150000 l. *Vigilantibus & non dormientibus subveniunt jura.*

GEORGE CAREW.

Grayes Inne, June 3d. 1659.

FINIS.